

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

REGINAL SOUTHALL,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 2:24-00082-KD-C
)	
ALLSTATE VEHICLE AND PROPERTY)	
INSURANCE COMPANY,)	
)	
Defendant.)	

ORDER

This action is before the Court on Plaintiff Reginald Southall’s Motion for Leave to File First Amended Complaint and Proposed First Amended Complaint (doc. 31). Southall timely moves the Court for leave to amend to add his wife Frankie Shamburger, an insured under the Policy covering the home, as a plaintiff. Southall also seeks to amend so that the operative complaint will conform to the pleading requirements of the federal courts, and to allege in further detail the facts in support of the existing claim of bad faith. Defendant Allstate Vehicle and Property Insurance Company has notified the Court, in writing, that it does not oppose the motion (doc. 32).

At this stage of the litigation, Southall may amend his complaint “only with the opposing party's written consent or the court's leave.” Fed. R. Civ. P. 15(a)(2). The Rule instructs the Court that it “should freely give leave” to amend “when justice so requires.” Fed. R. Civ. P. 15(a)(2). Therefore, “unless a substantial reason exists to deny leave to amend, the discretion of the district court is not broad enough to permit denial[.]” City of Miami v. Bank of America Corp., 800 F.3d 1262, 1286 (11th Cir. 2015) (citation omitted). The Court “may consider several factors when deciding whether to grant a motion to amend, including ‘undue delay, bad faith or dilatory motive [on the part of the movant], repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, [and] futility of amendment.” Perez v. Wells Fargo N.A., 774 F.3d 1329, 1340–1341 (11th Cir. 2014)

(citing Equity Lifestyle Properties, Inc. v. Florida Mowing & Landscape Services, Inc., 556 F.3d 1232, 1241 (11th Cir. 2009) (quoting Foman v. Davis, 371 U.S. 178, 182, 83 S. Ct. 227, 230 (1962)); Donley v. City of Morrow, Georgia, 601 Fed. Appx. 805, 810 (11th Cir. 2015) (same).

Although not identified as “the opposing party’s written consent”, Fed. R. Civ. P. 15(a)(2), Defendant Allstate states in writing that it does not oppose the motion (doc. 32). Additionally, the docket does not indicate that Southall engaged in any undue delay or bad faith, exhibited a dilatory motive, or repeatedly failed to cure deficiencies. He filed the Motion within the time allowed by the Court (doc. 26). Also, discovery is in the early stages and does not end until May 9, 2025 (Id/). Therefore, sufficient time for discovery exists such that Allstate should not be unduly prejudiced by the addition of Frankie Shamburger, a named insured on the Policy, as a plaintiff, or by allowing Southall to raise additional allegations in support of the bad faith claim, or by allowing Southall to conform the complaint in this removed action to meet the federal pleading standard. Moreover, Allstate does not argue that allowing the amendment would be futile.

Since the Court has not ascertained any substantial reason to deny Southall’s Motion, the interests of justice indicate that it should be granted. See Pinnacle Advertising & Marketing Group, Inc. v. Pinnacle Advertising & Marketing Group, LLC, 7 F.4th 989, 1000 (11th Cir. 2021) (“While allowing an amendment is a discretionary decision, we have explained that district courts should generally exercise their discretion in favor of allowing amendments to reach the merits of a dispute.”). For the reasons set forth herein, the motion is **GRANTED**. Accordingly, **Plaintiff Southall** shall file the **First Amended Complaint** on or before **November 4, 2024**, and **Defendant Allstate** shall file its **answer or otherwise respond** on or before **November 18, 2024**.

DONE and ORDERED this the 21st day of October 2024.

s/ Kristi K. DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE